

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

PEOPLES BANK, a Washington State
chartered bank,

Plaintiff,

v.

NORCOASTER, Official Number 563617,
Her engines, tackle, apparel, furniture,
equipment, and appurtenances including
certain fishing permits and quotas, *In Rem*;
LLP PERMIT #LLG1188, *In Rem*; LLP
PERMIT #LLG1189, *In Rem*; SHIPP, LLC, *In*
Personam; BILL (BILLY) SHIPP JR. and J
DOE SHIPP, and their marital community, *In*
Personam; RALPH COLLINS and J DOE
COLLINS, and their marital community, *In*
Personam; and ANDREW N. BAKKE and
J DOE BAKKE and their marital community,
In Personam,

Defendants.

IN ADMIRALTY

NO. **2:22-cv-00127-RAJ**

~~[Proposed]~~
ORDER APPOINTING
MARINE LENDERS SERVICES, LLC
SUBSTITUTE CUSTODIAN
AND AUTHORIZING MOVEMENT
OF VESSEL

TO THE HONORABLE, THE JUDGES OF THE UNITED STATES DISTRICT
COURT FOR THE WESTERN DISTRICT OF WASHINGTON:

Plaintiff, Peoples Bank, by and through its attorney of record, having made

ORDER APPOINTING MARINE LENDERS
SERVICES, LLC SUBSTITUTE CUSTODIAN AND
AUTHORIZING MOVEMENT OF VESSEL - 1

Skagit Law Group, PLLC
Post Office Box 336 / 227 Freeway Drive, Suite B
Mount Vernon, Washington 98273
Telephone: 360.336.1000 • Facsimile: 360.336.6690

1 appearance and made the following recitals:

2 1. On February 4th, 2022, the Complaint was filed praying that the vessel
3 NORCOASTER, Official Number 563617, Her engines, tackle, apparel, furniture, equipment,
4 and appurtenances including certain fishing permits and quotas, be condemned and sold to pay
5 Plaintiff's claims for other proper relief.

6 2. In the immediate future, the Clerk of this Court is expected to issue a
7 Warrant for Arrest commanding the United States Marshal for this District to arrest and
8 take the defendant vessel into custody and to detain the vessel in custody until further
9 order of this Court.

10 3. It is contemplated that the United States Marshal will seize the defendant
11 vessel and her appurtenances forthwith. Custody by the U.S. Marshal requires the
12 services of one or more keepers at charges substantially in excess of those to be made
13 by the substitute custodian alone, not including charges for moorage, storage, and the
14 other services usually associated with safekeeping vessels similar to the defendant
15 vessel.

16 4. It is believed that the defendant vessel is currently moored in Seattle,
17 Washington. Following arrest of the defendant vessel, Plaintiff is agreeable to allowing
18 Marine Lenders Services, LLC ("MLS"), through its Managing Member, Buck Fowler,
19 Jr., to assume the responsibility of safekeeping said vessel, to act as her custodian until
20 further order of this Court, and to move the vessel and her appurtenances from their
21 current location to a suitable marine facility at MLS, if necessary.

22 5. Buck Fowler, Jr., Managing Member of MLS, by declaration appended
23 hereto and made a part hereof, avers that neither he nor MLS has any interest in the
24 outcome of this lawsuit, and that he can arrange for adequate storage and supervision
25 for the proper safekeeping of the vessel and her appurtenances in her current location or

1 elsewhere, and that he has obtained liability insurance with policy limits of not less than
2 \$2,000,000.00 which is expected to be adequate to respond to damages for loss or injury
3 to the defendant vessel or for damages sustained by third parties due to any acts, faults
4 or negligence of said Substitute Custodian. Further, in his declaration Buck Fowler,
5 Jr., on behalf of MLS agrees to accept custody of the defendant vessel and its engines,
6 tackle, apparel, furniture, equipment, and appurtenances, which are the subject of the
7 action herein, in accordance with the terms of this Order.

8 6. In consideration of the U.S. Marshal's consent to the appointment of
9 MLS as Substitute Custodian, Plaintiff agrees to release the United States and the U.S.
10 Marshal from any and all liability and responsibility arising out of the care and custody
11 of the defendant vessel and its equipment, from the time the U.S. Marshal transfers
12 custody of the vessel over to the Substitute Custodian, and Plaintiff agrees to indemnify
13 and hold the United States and the U.S. Marshal harmless from any and all claims
14 whatsoever arising out of the Substitute Custodian's possession and safekeeping.

15 THEREFORE, IT IS ORDERED that the U.S. Marshal for the Western District
16 of Washington is authorized, upon the seizure of the vessel and engines, tackle, apparel,
17 furniture, equipment, and appurtenances pursuant to the Warrant for Arrest of said
18 defendant vessel, to surrender the custody thereof to Marine Lenders Services, LLC,
19 through it Managing Member, Buck Fowler, Jr., as Substitute Custodian, and that upon
20 such surrender the U.S. Marshal shall be discharged from all duties and responsibilities
21 for the safekeeping of said vessel and held harmless from any and all claims arising out
22 of said custodial services.

23 IT IS FURTHER ORDERED that Marine Lenders Services, LLC, is appointed
24 Substitute Custodian of the vessel and her appurtenances and shall retain the vessel in
25 its custody for possession and safekeeping until further order of this Court, and that said

1 custodian may move the vessel and her appurtenances from her current location to a
2 secure facility within the District, in such steps and phases as it may determine under
3 the circumstances. All costs for such movement shall be paid by Plaintiff, and may,
4 upon further order of this Court, be deemed administrative costs herein.

5 IT IS FURTHER ORDERED that the duties of the Substitute Custodian shall
6 include, but are not limited to, ensuring that there is adequate, safe moorage for the
7 defendant vessel. The Substitute Custodian is not required to have a person live on
8 board the defendant vessel, but an officer or authorized agent of the Substitute
9 Custodian shall go on board from time to time to carry out the duties of Substitute
10 Custodian. No other person shall be allowed to enter on the defendant vessel except as
11 provided for herein or as otherwise expressly authorized by Order of this Court.

12 IT IS FURTHER ORDERED THAT the Substitute Custodian may, but is not
13 required to, retain a locksmith and a marine engineer familiar with the vessel or its
14 equipment and take them on board the vessel with authorized agents of the Substitute
15 Custodian to assist in the moving and securing of the vessel.

16 IT IS FURTHER ORDERED that the Substitute Custodian may, but is not
17 required to, remove those pieces of electronic equipment on board the vessel, if any,
18 which may be easily removed without damage to the vessel, and that such removed
19 electronic equipment shall be stored in a safe, secure storage and subsequently returned
20 to the defendant vessel or retained by the Substitute Custodian pending further order of
21 this Court.

22 IT IS FURTHER ORDERED that the Substitute Custodian may, but is not
23 required to, retain such services as are necessary to clean the interior and/or exterior of
24 the vessel, with such cleaning services to be performed under the supervision of the
25 Substitute Custodian.

1 IT IS FURTHER ORDERED that Plaintiff shall arrange to pay charges for
2 towing and moorage of the vessel, shall pay the fees and costs of the Substitute
3 Custodian and shall reimburse the Substitute Custodian for costs incurred in securing
4 the vessel, in conducting the inventory of the equipment on board, and in removing and
5 storing the electronic equipment and having the vessel cleaned. Such costs may, upon
6 further order of this Court, be deemed administrative costs herein.

7 IT IS FURTHER ORDERED that all authorized expenses incurred by the
8 Substitute Custodian or Plaintiff, hereafter approved by the Court, for the movement
9 and safekeeping of the Defendant vessel and her engines, tackle, apparel, furniture,
10 equipment, and appurtenances, including, but not limited to, towing, securing,
11 conducting the inventory, custody of the vessel and its equipment, moorage and electric
12 shore power, insurance on the vessel, locksmith charges, marine engineer charges,
13 expenses of cleaning and securing the vessel and for storing electronic equipment, shall
14 be deemed administrative expenses of the U.S. Marshal.

15 IT IS FURTHER ORDERED that Plaintiff's attorney shall send a copy of this
16 Order to the owner of the defendant vessel by Certified Mail, Return Receipt
17 Requested, addressed to the last known address.

18 It is further requested that the Clerk of this Court deliver three certified copies of
19 this Order to the U.S. Marshal forthwith.

20 IT IS SO ORDERED this 15th day of February, 2022.

21 
22 _____
23 UNITED STATES DISTRICT JUDGE
24
25